

REMARKS

In the office action of November 14, 2007, the Examiner indicated that claims 15, 21-23, 38, and 46-48 contained allowable subject matter, objected to claims 36, 47, and 48, and rejected claims 1-14, 16-20, 24-27, and 39-45 over Palson and Christrup.

Applicant has amended claims 15, 38, and 46 to include the limitations of the intervening claims, and believes that these claims are in condition for allowance.

Applicant has amended claim 1 to require that the carriage moves between a first extended position while remaining attached to the housing whereby the canister can be loaded and a second retracted position. The prior art does not teach such a carriage. Palson does not teach a retractable or extendable carriage structure. Christrup teaches a sub assembly that is removed completely from the housing and separated from the housing to attach the canister thereto, and this is then re-inserted into the housing. Applicant thus believes that claim 1 is in condition for allowance.

Claim 16 has been amended to require that the carriage receive a complete metered dose inhaler including the canister and an actuator body having a dispensing nozzle, mouthpiece, and body portion which receives the canister therein, so as to be configured for allowing a user to manually use the metered dose inhaler separate from the device. The prior art does not place a complete metered dose inhaler inside of the breath activated device, but places only the medicament canister in the device. Similarly, the prior art does not teach a carriage for receiving the recited structures. The placement of a complete conventional metered dose inhaler (MDI) inside of the device is highly advantageous. If the device should fail, the user may remove the complete MDI and manually dispense the medicament in a conventional manner. If the Palson

or Chrstrup devices were to fail, the user would not be able to dispense the medicament. It is thus believe that claim 16 is in condition for allowance.

Claim 20 has been amended to incorporate the intervening claims, and to recite that the seal is configured for extending around the medicament canister so as to control the airflow through the housing. The prior art does not teach the use of such seals. Applicant believes that claims 20 is in condition for allowance.

Claim 24 has been amended to require that the carriage have a first extended position and a second retracted position while remaining connected to the housing, and also requires that the device receives a complete metered dose inhaler including the canister and an actuator body having a dispensing nozzle, mouthpiece, and body portion which receives the canister therein, so as to be configured for allowing a user to manually use the metered dose inhaler separate from the device. The prior art does not place a complete metered dose inhaler inside of the breath activated device, but places only the medicament canister in the device. Similarly, the prior art does not teach a carriage for receiving the recited structures.

Claim 26 has been amended to require a seal having an opening such that the metered dose inhaler body is received through the seal when loaded in the device. The prior art does not teach the use of such seals.

Claim 39 has been amended to require that the device receive a complete metered dose inhaler including the canister and an actuator body having a dispensing nozzle, mouthpiece, and body portion which receives the canister therein, so as to be configured for allowing a user to manually use the metered dose inhaler separate from the device. The prior art does not place a complete metered dose inhaler inside of the breath activated device, but places only the medicament canister in the device.

Claim 42 and 43 have been amended to require that the carriage is movable between the recited first extended position and second retracted position while remaining attached to the housing. The prior art does not teach such a carriage.

It is believed that the claims are in condition for allowance.

Applicant has included a credit card authorization in the amount of \$420.00 to cover the four additional independent claims.

The Commissioner is hereby authorized during the entire pendency of this application to credit any overpayment and debit any amount owing, including fees for extensions of time, to Deposit Account No. 50-2720.

Sincerely,

BATEMAN IP LAW GROUP

A handwritten signature in black ink, appearing to read "Brett Peterson", with a long horizontal flourish extending to the right.

Brett Peterson

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